

1905-027 Chancery Causes: Francis Elizabeth Quinley vs. John M. Elliott &c
Lee Co.

Muncy, Woodward, & Mursey, Fleenor, Clifton, Snodgrass, Potet,
Spangler, Leedy 1 Plat

CA-Estate Dispute
T-Property

Will: 1888 : William Elliott : Lee County

-Deed

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for
e Clee County, Virginia:

Humbly complaining, your oratrix, Francis Elizabeth Quinley would respectfully represent and show unto your honor, that she is the grand-daughter of William Elliott, deceased, the wife of Robert A. Quinley, and a daughter of C. C. Elliott; that her said grandfather departed this life on the _____ day of January, 1888, having made and published his last will and testament, in which will he appointed his son, ^{said} Chas. C. Elliott, executor thereof, and who as such executor had said will ~~will~~ duly proven and admitted to probate in the County Court of said County on the 7th day of February, 1888, and undertook and entered upon the discharge of the duties of executor thereof, a copy of said last will and testament, and the probate thereof, is herewith filed as part hereof marked "A". It will be seen from an inspection of said will that the said testator devised to J. M. Elliott, Martha M. Elliott, Alie D. Elliott, Sarah E. Elliott, Etta O. Elliott, Emar M. Elliott and your oratrix, the residue of his Haulsey farm, deducting sixty-five acres, part of said farm that he had theretofore conveyed to Joseph Leedy. Said devise to said grand-children, and children of Chas. C. Elliott, being subject to the control of the said Haulsey land by said Chas. C. Elliott until the said Chas. C. Elliott's youngest child should become of the age of twenty-one years, all of which will appear from an inspection of the said will.

Now your oratrix will further represent and show unto your honor that the said Chas. C. Elliott took possession and control of the said Haulsey land under the provision of said will, and has ~~son~~ continued until the present time; that the said Emar M. Elliott, being the youngest child of the said Chas. C. Elliott and mentioned in said will, and the one in mind of the testator at the time of making said will, became twenty-one years of age on the 9th day of July, 1904. And the said children of the said Chas. C. Elliott mentioned in said will all were alive at the date of said will, and their mother,

(2)

the wife of the said Chas. C. Elliott was at that time dead, and the said Chas. C. Elliott, after the death of the said testator, married a second wife, who bore to the said Chas. C. Elliott five children the youngest of whom is now only three or four years old, and on the _____ day of _____ the said second wife departed this life, and your oratrix has been surprised to learn that the said Chas. C. Elliott claims that the said fourth clause in said will gave him the control of the said land until the youngest child by his second marriage, or by any other marriage that may occur hereafter, shall arrive at the age of twenty-one years, and therefore, claims that he is still entitled to the control of the said land. This your oratrix alleges is contrary to the plain intent and proper construction of said will, and that your oratrix, and the other of her sisters and brother and their vendees are entitled to the possession of said land, and to have the same partitioned among them free from any claim by their father, the said Chas. C. Elliott. Your oratrix will further represent and show unto your honor that she has purchased from her sisters, Alie D. Elliott, Sarah E. Elliott, and Etta O. Quinley, nee Elliott, their undivided interests in said tract of land, and has their deed for the same, and which deeds are on record in the clerk's office of said County, in deed book No. 41, pages 566-7-8- and your oratrix is therefore entitled to 4/7 of said tract of land, the remaining 3/7 being still owned by J. M. Elliott, Martha M. Munsey, ^{nee Elliott} and Emar M. Woodward, nee Elliott; that your oratrix and her said husband on the _____ day of _____, 19____, by the consent of the said Chas. C. Elliott, took possession of a small portion of the said tract of land, containing about two acres, and in the northeast corner of said tract, and having purchased a small parcel of land adjoining the said tract from another party, your oratrix and her said husband erected on the said Haulsey tract of land a dwelling house and some other buildings, and have enclosed a small parcel of said land in connection with the said dwellinghouse and other improvements, thus making permanent and valuable improvements thereon where they now reside, at an expense of about ~~_____~~. And your oratrix is advised and so alleges

that a court of equity will have that portion of said farm laid off and assigned to her ⁱⁿ her 4/7 of said tract, and that the same will be done without ^{any} charge to her, or upon her interest in said land, in any manner, on account of said improvements.

The object of this bill is, to have the said will of the said William Elliott construed by the court, ^r and said land partitioned, and should your oratrix, and the other parties interested be entitled, under said will, to the possession of the said tract of land, and to have the same partitioned, that the same be partitioned, and the interest of your oratrix laid off and assigned to her including the said improvements without ^{any} charge to her, or upon her interest for the same, and the interests of her co-parceners laid off and assigned to them in another portion of said land? To this end she makes the said J. M. Elliott, Martha M. Munsey nee Elliott, Emar M. Woodward, nee Wlliott, and Chas. C. Elliott, the parties defendants to this bill, and asks that they be required to answer the same, but not on oath, that being expressly waived; that upon a hearing the relief prayed for be granted your oratrix, together with all such other, further and general releif as may be consistant with equity, and to which she may be entitled in the premises; that the cost of this suit be payed by the parties according to their interests in said land including a fee of \$25.00 to Orr & Noel, Counsel for your oratrix. And your oratrix will ever pray &c.

Orr & Noel p.q.

- 1 Bill
- 2 Ans. 6.6 1/2
- 3 Ans to 7 bill
- 4 Exhibits with bill
- 5 Depositions of 7 Sept
- 6 Depositions of 7 Oct
- 7 and filed by agreement.
- 8 Deceives up to 7 in
- 9 and any other of 7 1/2
- 10

Francis E. Linley.

vs Bill in Chancery.

J. M. Elliott et al.

1905 1st May Rule

Bill filed & sp.
executed as to

Martha M. Muncy.

Emma M. Woodward

& C. C. Elliott & O. P.

as to J. M. Elliott

2nd May Rule

D. H. as to Martha

M. Muncy Emma

M. Woodward &

C. C. Elliott and O. P.

Completed as to J. M.

Elliott & cause set

for hearing.

Costs
Att'y. 25.00 25.00

Clerk ~~2.00~~ 19.93

Shff. ~~5.50~~ 1.50

Printer 6.60 6.60

N. P. ~~7.00~~ 6.00

W. ita 3.50 2.00

J. O. ~~5.50~~ 21.50

Partitioning ~~2.50~~ 21.50

Pax ~~1.50~~ 1.50

~~\$91.48~~ \$84.03

0741

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

1 The answer of Chas. C.Elliott to a bill exhibited against him
2 and others in this honorable Court by Francis Elizabeth Quinley.

3 Respondent says that it is true that his father, William El-
4 liott, departed this life after having first made and published his
5 last will and testament, which will was duly probated in the County
6 Court of Lee County on the 7th day of February, 1888, and that the
7 paper exhibited marked "A" with plaintiff's bill is a true copy
8 of the said will. It is likewise further true that by said will
9 said testator devised to J.M.Elliott, Martha M. Elliott, Allie D.
10 Elliott, Sarah E.Elliott, Etta O.Elliott and Emma M.Elliott and the
11 said complainant Francis E.Elliott, who were the grandchildren of
12 said testator, and the children of your respondent, the residue
13 of what was known as his Hualsey tract of land; and it is further
14 true that by a further provision of the said will the said testator
15 gave to your respondent the control of the said Haulsey land, mean-
16 ing thereby, its use, occupation and enjoyment until the youngest
17 child of your respondent should attain the age of 21 years. An in-
18 spection of said will will show that there is no limitation of this
19 devise to any particular child, children or set of children, but its
20 application is directly to the youngest child of the said Chas.C.
21 Elliott, your respondent, and was doubtless made in that broad way
22 to enable him to raise such children as might be born to him, nor
23 is there anything unreasonable in such a construction, because it
24 is your respondent, who according to the laws of nature, who was
25 the object ^{of} the bounty of said testator before his grandchildren,
26 and further, if the limitation of your respondent's interest in said ~~land~~
27 was to be determined by the attainment of the age of 21 years of
28 Emma Elliott the then youngest child of your respondent, certainly
29 the will would have so declared, but instead thereof the testator
30 is careful to limit the estate of your respondent in said land to
31 the time when his youngest child, whether then in being or after-
32 wards to be begotten, should arrive at the age of 21 years. Any other
33 construction than this would be, as your respondent is advised, to
34 do violence to the plain intention of the testator as derived
35 from the language of said will.

36 It is further true that your respondent took possession and
37 control of that part of said Haulsey land devised as above, and he
38 has continued in the occupation and use of all of it since that
39 time, except that some ten or twelve years ago he gave to his
40 daughter, the plaintiff in this suit permission to go upon the said
41 land and build a house thereon and under this permission her and
42 her husband did take possession of about 2 acres, built there house
43 thereon and have occupied the same ever since without the payment
44 of rent or for use and occupation, or even as it now seems without
45 thank or appreciation.

46 Your respondent says it is further true that Emma M. Elliott
47 became 21 years of age on July 9th, 1904, but he denies that she
48 was the one that the testator had in mind at the time of making
49 said will, the attaining of ^{whose} ~~the~~ age of 21, was to limit the duration
50 of his interest in said land, because, if the testator had so had
51 her in mind, as before stated, he would have said so. It is further
52 true that after the making of said will, your respondent married
53 again and that by said marriage there was born to him and his said
54 wife five children, the youngest one of which is now about 5 years
55 old; it is further true that your respondent's second wife is dead
56 and as to whether he hereafter marries and has other children born
57 to him, he cannot now state, and neither will he make any promises
58 in regard thereto.* In this connection your respondent desires to
59 state that when the Haulsey land was purchased it was purchased
60 by your respondent, his brother in law Joseph Leedy and his father
61 William Elliott, jointly, and your respondent paid his full one-third
62 thereof, and as he now remembers more than his one-third, and by
63 agreement, and in order to save expense and trouble, the deed was
64 made to the said William Elliott with the understanding that each
65 was to get his proper share by partition afterwards, and pursuant
66 to that agreement the said Joseph Leedy got his one²third thereof
67 which is clearly evidenced by the fact that the deed therefor was
68 made to said Leedy and not to his wife. And your respondent prays
69 that his said interest in said land be laid off and assigned to
70 him, and for that purpose he make this answer a cross bill and he
71 prays that each of the parties to this suit be required to answer
72 the same but not under oath, that being waived.

73 And now having answered said bill as fully as he is advised it

74 it is necessary that he should answer the same he prays to be
75 hence dismissed with his cost in this behalf expended.

Duncan & Criddle p.d.

So much of the foregoing answer ~~as~~
as extends from and including line 68 ^{Demurred to, and}
and including line 73, is ^{excepted to}
by the plaintiffs.

- (1) Because it sets up no valid defense to the Plaintiffs bill.
- (2) Because the defendant acquiesced in the title of William Elliot to said land and accepted and took under said will.
- (3) Because said defendant if he ever had any interest in and to said land, he is now barred by the statute of limitation, and if necessary, it is asked that this exception be treated as a plea of the statute of limitation, more than ten years having elapsed since the title to said land vested in the said William Elliot.
- (4) And no written contract - being claimed by said defendant; no verbal agreement can be set up by him to any part of said land.

Arr & Hael for Plffs.

John M. Elliott et al
ads. { In Chy.

Francis E. Dwinley

Answer of C. C. Elliott

~~and Bill.~~
Filed in open Court

May 15, 1905.

H. L. Ewing
Clerk.

To the HOn. H. A. W. Skeen, Judge of the Circuit Court for
Lee County, Virginia.

The demurrer and answer of Francis E. Quinley to a cross-bill
exhibited against her and others in this honorable court by C. C. Elliott.
For demurrer thereto this respondent says that the said cross-bill is
not sufficient in law for her to be called upon to answer, and she
demurs thereto, and not waiving said demurrer but relying thereon, ~~but~~
should any further answer be necessary, answering she says, *It* is not true
that the Haulsey land devised to this respondent and others by William
Elliott in his last will and testament, a copy of which is exhibited with
plaintiff's bill, was purchased by the said C. C. Elliott, his brother
in law, Joseph Leady, and his father William Elliott, jointly, and it is
not true that the said C. C. Elliott paid his full one-third of said pur-
chase price, or any part thereof, and it is not true that by agreement, and
in order to save expense and trouble the deed was made to the said
William Elliott with the understanding that each was to get his proper
share by partition afterwards. It may be true, however, that the said
Joseph Leady was interested in said purchase and ^{*that he & his wife*} got a portion of said
land by deed, but this your respondent neither admits nor denies, not
knowing ~~show~~ the facts were, and she calls for strict proof thereon
so far as the same may affect her rights. Upon the contrary your respon-
dent is advised, and so alleges, that her grand-father, the said William
Elliott, deceased, purchased the said Haulsey land himself, ^{*from Isaac I. Bishop*} and paid the
purchase money therefor and took a deed to himself for the said land,
which deed bears date on the 17th day of August, 1869, and is of
record in the clerk's office of this county, a copy of which deed is
herewith filed as part hereof, marked "deed", and your respondent denies
that the said C. C. Elliott obtained by purchase any interest in the said
lands, or that he is now entitled to any interest therein, and he having
produced no written contract or deed showing that he has such interest,

and the land having been conveyed to the said William Elliott at the time shown by the said deed, your respondent is advised that the said C. C. Elliott is for ever barred from claiming any interest therein ~~and~~ and the statute of limitation is here invoked against any such claim of the said C. C. Elliott, and especially is this true when he has stood by and seen the said deed made to his father and acquiesced therein for 35 years without ~~claiming~~ ^{benefit} any interest in said land until after the institution of this suit. But on the contrary the said C. C. Elliott took under the will of the said William Elliott the provision contained therein for his ~~provision~~ ^{benefit} and has controled the said entire tract by virtue of said provision since the death of his said father William Elliott, which occurred on the ____ day of February, 1888. ^{and is entitled to no further interest therein} And now having answered said cross-bill as fully as she is advised it is necessary or material for her to answer, she prays to be hence dismissed thereof with her reasonable cost, and prays that the object of her original bill in this cause ^{be} fully carried out, and the said tract of land partitioned among those entitled thereto.

Chas. A. Noel, for Deft.

Francis E. Trimley
vs. Sub to Cross Bill
C. C. Elliott

Filed in open Court
May 19th 1905.
H. E. Emery,
Clerk.

3

Costs recovered by
Francis E. Trimley against
C. C. Elliott. on Cross bill.

G-	246
Jr	75.00
W-	2.00
N.P.	6.00

Total \$ 25.46

Have in on this in
favor of Francis E. Trimley
vs. C. C. Elliott.

Francis E. Quinley,

Plaintiff.

vs.

In Chancery.

John M. Elliott, et als.

Defendants.

This cause came on to be heard upon the bill of the plaintiff, and exhibit therewith, the process duly executed on the home defendants, and an order of publication duly made, posted and published against John M. Elliott, the non-resident defendant; the cause regularly matured at ruled and set for hearing by the plaintiff, the answer and cross-bill of the defendant C. C. Elliott, with replication to said answer, and the answer of the plaintiff to said cross-bill and exhibit therewith, with replication thereto; the depositions of witnesses, and the evidence filed by agreement in the cause, and was argued by counsel.

On consideration thereof, and the defendants, J. M. Elliott Martha M. Munsey, and Emar M. Woodward failing to appear and plead, demur or answer the plaintiff's bill, the same is taken for confessed against them. And the said defendants failing to appear, demur or answer the said cross-bill, the same is taken for confessed against them. On consideration of all which, it is adjudged, ordered and decreed that the contention of the said C. C. Elliott as to the construction of the will of Wm. Elliott, deceased, be and the same is hereby over-ruled. And that the said C. C. Elliott's claim to an interest in the Haulsey tract of land, be and the same is like-wise over-ruled; and that the plaintiff recover against the the said defendant C. C. Elliott, as plaintiff in his cross-bill, the cost by her expended in defending the said cross-bill as to the said claims of the said C. C. Elliott, including an attorney's fee of \$15.00. And the court being of the opinion that the said Haulsey tract of land is susceptible of being partitioned between

the plaintiff and the said J. M. Elliott, Martha M. Munsey, and Emma M. Woodward, and that the said ~~plaintiff~~ ^{plaintiff} is entitled to four-sevenths of the said tract of land; and that the said John M. Elliott is entitled to one-seventh thereof; and that Martha M. ~~Martha M.~~ Munsey is entitled to one-seventh thereof, and that, *all free from any claim of said C. C. Elliott* Emma M. Woodward is entitled to one-seventh thereof, and that the plaintiff is entitled to have her four-sevenths of said tract of land laid off so as to include the improvements placed by her and her said husband on said tract of land, and where they now reside, without the said plaintiff in any manner accounting for the value of the said improvements as between her and the other co-parceners. It is therefore adjudge, ordered and decreed that W. E. Thompson, C. E. Flanary and A. P. Wynn, who are appointed commissioners for the purpose to go upon the said tract of land and partition the same among the parties entitled thereto as above indicated, and in said partition, ^{will} they lay off and assign to the plaintiff four-sevenths in value of the said tract of land, so as to include the small lot of about two acres, where she and her husband now reside, and without taking into consideration the value of the improvements placed by them on said land or parcel; and to John M. Elliott one-seventh in value; to Martha M. Munsey one-seventh thereof in value, and to Emma ^{M.} Woodward one-seventh thereof in value, having due regard to quantity, quality, water, timber ways &c, and that they make a fair plat and report thereof and return the same to this court. And the Cause is continued.

And on motion of the defendant, C. C. Elliott, who feels aggrieved by the decree entered in this cause, and intends to appeal therefrom, it is ordered that the execution of this decree be and is hereby suspended for a period of sixty days upon the said

defendant, executing bond before the clerk of this court in the
penalty of \$ 100.00 with good security, conditioned to pay
all cost and damage that may be sustained by any one by reason
of the said suspension.

Francis E. Turley
vs { Decree
John M. Elliott et al

Entered in C. O. B.
No 8, page, 80 + 81.

Entered in D. B. 43,
Page 333.
Examined Dec '26', 1905

Indepd.

x

Enter this Decree,
Hawthorn
Sept 1905.

Francis E. Quinley,

Plaintiff.

vs.

In Chancery

John M. Elliott, et al,

Defendants.

This cause came on to be heard upon the bill of the plaintiff, and ~~exceptions~~ ^{exhibit} therewith, the process duly executed on Marth M. Munsey, Emma M. Woodward, and C. C. Elliott, and the order of publication duly made, posted and published against John M Elliott, a nonresident, and the cause regularly matured at rules, and set for hearing by plaintiff, and upon the answer and cross-bill of C. C. Elliott to the original bill, the demurrer and exceptions to said answer, by the plaintiff and was argued by counsel. ^{to said cross bill} ^{the said Munsey Woodward not appearing the bill is taken for} On consideration thereof, it is adjudged, ordered and decreed that the demurrer to the plaintiff's bill and the demurrer to said C. C. Elliott 's cross-bill and exceptions to his answer, be and the same are over-ruled, and the plaintiff replies generally to said answer. And the said C. C. Elliott replies generally to said answer of plaintiff to his said cross-bill, and the cause is continued.

Confessed against them.

Francis E. Shingley

vs. Deere - 101.

John M. Elliott et al.

Entered in C.B.

No-8-p-40

Enter this decree

at a US Court

May 19th 1905.

The depositions of W. W. Quinley S. J. Fleener, Saphonia
Fleener & Alexander Clifton, taken before the undersigned Notary Public for
Lee County, Virginia at the law office of James W. Orr on the 8th
day of Septemebr, 1905, to be read as evidence on behalf of the de-
fendant C. C. Elliott in the Chancery cause of Francis E. Quinley
vs. John M. Elliott, et als, now pending in the circuit court of
Lee County, Virginia, by agreement of parties..

Duncan & Cridlin for defendant..

PRESENT:

Orr & Noel for Plaintiff..

W. W. Quinley a witness of lawful age, being duly sworn
deposes and says:

Q. 1 State your age, residence and occupation?

A. 45. Live on Chestnut Ridge near Wm. Elliott's place where he
lived and died, and am a farmer.

Q. 2 Were you acquainted with Wm. Elliott, deceased, and if so,
for how long did you know him?

A. Yes sir, I was acquainted with him and knew him ever since I
can remember up to the time of his death.

Q. 3 Do you know what is called the Haulsey land, and if so for
how long have you known it?

A. Yes sir, I know the land, have heard it talked about for years.

Q. 4 Did you ever hear Wm. Elliott in his life time make any state-
ment in regard to the purchase of that land from Isaac T.
Bishop, if so, state what he said about it.

The foregoing question and any answer thereto is objected to
and
as immaterial, irrelevant, and no statement of the said
William Elliott which is in conflict with the deed to said
land and the will of William Elliott in which the said
William Elliot and C. C. Elliott acquiesced. being admissible.

Orr & Noel.

A. I heard him say that him and Chas. Elliott and Joeseeph

Leady were thirders in the land.

Q.5 State as nearly as you can when it was that you heard him make that statement?

A. I heard him say that at different time, about the time he made the deed to Joseph Leadt, or possibly the time he was talking of making the deed. I heard him talk about it at different times and stated they were thirders in the land, and he went on and stated that he was going to give Joseph Leady onehalf of his interest and Chas. Elliott the other onehalf of his interest.

Q. 6 State anything you may know about Chas. Elliott making a payment towards the purchase of said land.

Objected to for the reasons stated above.

Orr & Noel.

A. I only heard him say they had put in a horse apiece on the land, Joe and Charlie. If I ever heard him say anything else I don't remember it, I might have. I heard him say they were thirders in the land.

And further this deponent saith not.

Signature waived.

S. J. Fleenor another witness of lawful age being duly sworn deposes and says:

Q. 1 State your age, residence and occupation?

A. 52, I am living at the Campground, Lee County, Va. and am a farmer.

Q. 2 Were you acquainted with the late Wm. Elliott in his life time, and if so, how long did you know him?

A. Yes sir, I knew him a long time we farmed together for two or three years.

Q. 3 State if you ever heard Wm. Elliott say anything about the purchase and ownership of the Haulsey land, if so, state what he said.

A. The foregoing question and any answer thereto, is objected

to because immaterial and irrelevant, the said Wm. Elliott having ^{the} legal title to said land, and having bequeathed the same under his last will and testament in which will the said C. C. Elliott acquiesced. No statement of the said Wm. Elliott in contradiction of the said will and deed being admissible in law.

Orr & Noel.

I heard Mr. Elliott talking about it. We were sitting then close this land. He said that he, Chas. Elliott and Joseph Leady had purchased it in partnership, and each had put in a horse and some money as I think, that he had divided it between Joseph Leady and C. C. Elliott, and that Joseph Leady had taken choice, and he was laughing about Joseph Leady hauling the rock off a part of his and dumping them over on Chas's part.

Q. 4 About how long ~~how long~~ before William Elliott's death was it that this conversation occurred?

A. It was, I reckon inside of four or five years, I guess, I stayed there another year and then moved to Tennessee, and I was living in Tennessee when he died. I lived there about three years.

Q. 5 CROSS-EXAMINATION BY Orr & Noel.

Q. Did you ever crop any on the Haulsey land that you have been just speaking about?

A. Yes sir, I was there about two years.

Q. 6 Was that in the life time of Mr. Elliott?

A. Yes sir.

Q. 7 From whom did you rent the land?

A. Me and Mr. Elliott dropped together

Q. 8 How long before the death of Wm. Elliott?

A. I think about four or five years I don't remember exactly.

Q. 9 With whom did you make arrangements for the use and occupancy of said land while you lived on it?

A. Old Mr. Wm. Elliott. We just tended the crops together hauled them in and used them.

RE-DIRECT EXAMINATION BY C.T.DUNCAN.

Q. 1 I believed that you married a grand-daughter of Wm. Elliott's and a girl that he raised, did you not?

A. I married his grand-daughter, daughter of Joseph Leady.

Q. 2 At that time, you were living with Mr. Elliott just as one of the family, were you not?

A. Yes sir.

Q. 3 Now the two years that you say you lived there, and you and
ped
Mr. Elliott crop on the land in dispute state whether or not
Chas. Elliott done any cropping on the same land?

A. I should think so. Yes sir.

Q. 4 State whether or not along about the time you were doing this cropping did Mr. Elliott state to you that the land had been purchased by him and Charles Elliott and Joseph Leady together?

A. I don't know that he did, it was on the other side he had the talk to me.

Q. 5 Was it the same year?

A. I don't know that it was, it was during the time I lived with him. that he had the talk, and I lived there two years or three, and cropped there two years as above stated.

And further this deponent saith not.

Signature waived.

Attendance One day 50 cts.

=====

Saphonia Fleenor another witness of lawful age being duly sworn deposes and says:

Q. 1 Are you a grand-daughter of Wm. Elliott, deceased?

A. Yes sir.

Q. 2 How long did you live with your grand-daughter?

A. I could not tell exactly I went there when I was a little child and lived there until I was married, and when I was married I left for awhile and went back and stayed about two years. I guess, I would not say exactly.

Q. 3. How old were you, Mrs. Fleenor when you were married?

A. I was going on twenty-one.

Q. 4. Please state, if you ever heard your grand-father say anything about the purchase and ownership of the Haulsey land, a part of which is now in dispute in this case, and if so, state what he said as nearly as you can remember it.

The foregoing question and any answer thereto is objected to as immaterial and incompetent, no statement of the said Wm. Elliott is admissible to contradict the deed or will, in both of which the said C. C. Elliott acquiesced and under which said will the said C. C. Elliott took and has held said land.

Orr & Noel.

A. I heard him say they were partners in the land, Chas. C. Elliott Joseph Leady and himself, that was as near as I can remember it.

Q. 5. Can you remember when said land was purchased?

A. No sir, I don't remember anything about that.

Q. How long before your grand-father's death when you heard him speak of he and your father ^{Joseph} Leady, and your uncle Chas. Elliott being partners in said land?

A. I don't remember just exactly how long it was before his death, but I heard him say it different times.

Q. Where were you living at the time your grand-father died?

A. I was living in Tennessee.

Q. 8. How long had you been living there.

A. I don't remember how long, as well as I remember we had ^{not} been living there very long when he died, that is as well as I can remember.

CROSS-EXAMINATION BY Orr & Noel.

Q. 1. State whether or not your grand-father, Wm. Elliott used and cultivated said land up to the time when you say you moved away to Tennessee?

A. Yes sir.

And further this deponent saith not.

Signature waived.

Attendance claimed, one day, 50 cts.

Alexander Clifton another witness of lawful age, being duly sworn deposes and says:

Q. 1 State your age, residence and occupation?

A. 55. I live on Chestnut Ridge five miles west of this place, and am a farmer.

Q. 2 Were you acquainted with Wm. Elliott, and if so how long did you know him?

A. Yes sir, I guess I knew him forty years. I remember him during the war when I was a boy, and knew him up to the time of his death.

Q. 3 Do you remember when the Haulsey land was sold to Wm. Elliott C. C. Elliott and Joseph Leady by Isaac Bishop?

A. I knew about the time it was purchased, but I did not know who it was purchased from/ but knew it as the Haulsey land.

Q. 4 If you ever hear Mr. Wm. Elliott say anything about the purchase of that land please state what he said as near as you can remember.

The foregoing question and any answer thereto is objected to because immaterial and irrelevant, no statement of the said Wm. Elliott being admissible to contradict the deed for said land, and the will under which it was devised. The said defendant, C. C. Elliott having acquiesced in said deed and will.

Orr & Noel.

A. In speaking of the Haulsey land Wm. Elliott used the name of C. C. Elliott, and then said we purchased the land together, saying " We have bought the Haulsey land "

And will put in all the property we can spare, and that Charles will put in his yellow mare. And we will pay \$1,000.00 for it.

Q. 3 Did you ever hear him speak of it at any other time after that?

A. I don't remember, I may have, but I can not call it to memory.

Q. 4 How long was that after the trade was made?

A. I could not tell I never knew just exactly when the trade was made.

CROSS - EXAMINATION BY Orr & Noell/

Q. about C. C. Elliott
All that you heard William Elliott say, paying anything on the land was, that he paid his yellow mare, was it.

A. He said we are going to put in all the property we can spare and Charles will put in his yellow mare. That was ^{all} the distinction of property that he made.

And further this deponent saith not.

Signature waived.

Attendance claimed. One day 50 cts.

The foregoing depositions of W. W. Quinley, S. J. Fleenor, Saphonia Fleenor, and Alexander Clifton were taken and sworn to before me at ~~the~~ time and place and for the purpose in the caption mentioned, the signatures of the witnesses being waived.

Given under my hand this the 8th day of September, 1905.

A. O. Brown N. P.

Francis E. Linnley.

05 } Defor for Debt -
13 } L. C. Elliott.

Jahn M. Elliott et al.

Received from the State
and filed. Sept 9th 1905-

Sept 9th 1905.

H. H. Linnley -	
S. J. Allen -	.50
Samuel Allen -	.50
Ex Christen -	.50
Salary fee	3.00
	<u>\$ 4.50</u>

The depositions of W. R. Snodgrass, *L. M. Spangler, J. B. Quinley*
and J. C. Poteet

taken by consent of the parties at the law office of James W. Orr, before the undersigned Notary Public on the 2nd day of September, 1905, to be read as evidence in behalf of the plaintiff in a certain chancery suit pending in the Circuit Court of Lee County, Virginia, in which Francis E. Quinley is plaintiff and John M. Elliott, et als, are defendants.

PRESENT: Duncan & Cridlin for defendant
C. C. Elliott, and
Orr & Noel for Plaintiff.

W. R. Snodgrass a witness of lawful age, being duly sworn deposes and says:

Q. 1 Please state your age, residence and occupation?

A. I am 70, Live in Lee County, Virginia, five miles west of Jonesville, Va., and am a farmer.

Q. 2 Were you acquainted with Wm. Elliott in his life time, and if so, for how long did you know him before his death, and how near did you live to him?

A. I was acquainted with him from the fall of 1853 until his death January 1888. I lived ⁱⁿ one half of a mile of him I guess. from -57 to -88.

Q. 3 State whether or not you were called on by him at any time to write his last will and testament?

A. I was.

Q. 4 When was that?

A. January 7th, 1888.

Q. 5 I hand you a paper purporting to be the last will and testament of Mr. Elliott, will you please examine the same and see if it is the will that you wrote for Mr. Elliott at the time you have stated?

A. Yes it it the same.

. 6 Do you remember proving the said will before the County Court of this County, and the same being probated?

A. Yes sir?

Q. 7 What date was it admitted to record?

A. I don't remember that, sir, but by looking at the order of the court on the paper I see that it was February 7th, 1888.

Q. 8 State whether or not you wrote the will of Mr. Elliott according to his directions at the time?

A. I did.

Q. 9 In giving you that direction did he state to whom he wanted to devise or give his land?

A. Yes sir.

Q. 10 Please state what was said or done in that connection by Mr. Elliott.

The foregoing question and any answer thereto is objected to because the will speaks for itself and is the best evidence of what the testator, Wm. Elliott desired to do.

C. T. Duncan.

A. He gave me directions how he wished to will his effects, and I wrote them down as he said.

Q. 11 Did he name the parties to whom he desired to give his lands?

A. The foregoing question and any answer thereto is objected to for the same reason as stated in the foregoing objection.

C. T. Duncan for Plaintiff.

A. Yes sir.

Q. 12 Please state who he stated on that occasion as the parties to whom he wished to give the Haulsey land?

This question is objected to for the same reason as stated above.

C. T. Duncan for plaintiff.

A. He named his grandchildren, sons and daughters of Chas. C. Elliott,—John M. Elliott, Elizabeth F. Elliott, Martha N. Elliott, Ellen D. Elliott, Sarah E. Elliott, Etta O. Elliott, Emma M. Elliott, those are the ones to whom he wished to give the Haulsey land.

Q. 13 Did he name them in the orderrin which you named them in the will?

Objected to for the same reason stated above.

C. T. Duncan for plaintiff.

A. He did. My recollection is, that I wrote them just as he named them.

Q. 14 State whether or not in the order in which he named them he began at the oldest?

Objected to for the same reason as stated above,

or for the reason that it is irrelevant, and inad-

misable. C.T.Duncan for plaintiff.

A. Yes sir, I think he did.

Q. 15 After naming the persons to whom he gave that tract of land state anything else he may have said in regard to the control of the land, or directed in regard to the control of the land?

A. The foregoing question is objected to because the will is in writing, has been probated in court, and it speaks for itself. Mere statements for the purpose of enlarging, diminishing or in any way varying the will as written is wholly in-admissible.

C.T.Duncan for Plff.

of the land

A. Chas. E. Elliott was to have control, until his grandchild, Chas. C. Elliott's youngest child become of the age of twenty-one.

Q. 16 Who did you understand Mr. Elliott to have reference to when he spoke of C. C. Elliott's youngest child?

The foregoing question and any answer thereto is objected to for the same reason stated in the last objection above, and for the further reason that it is the written language used in the will that must control, and the witnesses' understanding in regard to it is immaterial and irrelevant.

C. T. Duncan for Plff.

A. I understood that he had reference to Emma, the youngest child/

Q. 17 Was C. C. Elliott's wife, and the mother of these children

named in the will, dead at ^{the time of} the making of this will?

A. Yes sir.

The foregoing question and answer objected to as irrelevant and immaterial.

Q. 18 Was the children of C. C. Elliott mentioned in the will, and who you have named the only children of his and his said wife living at that time.

Objected to for the same reason stated above.

C. T. Duncan for Plff.

A. Yes sir.

Q. 19 About how old was Emma at the time of the making of the will?

A. I do not know exactly something like four or five years.

Q. 20 Was C. C. Elliott, at the time you wrote the will, a married man or a widower?

A. He was a widower.

Q. At the time you wrote the will of Wm. Elliott did C. C. Elliott have any other children than those mentioned in the will?

A. Not at that time.

Q. 22 Was C. C. Elliott present when you wrote the will of his father?

A. Yes sir.

The foregoing question and answer objected to as irrelevant and immaterial? C. T. Duncan for Plff.

Q. 23 Was ther anything said at that time about the probability of C. C. Elliott marrying again and becoming the father of other children?

Objected to because wholly irrelevant and immaterial.

C. C. Elliott had no right to control or in any way direct how said will should be made.

C. T. Duncan for plff.

A. Nothing was said about that by neither one.

Q. 24 Did C. C. Elliott, on that occasion mention, or set up, any claim in any manner to anyt part of the Haulsey land?

The foregoing question and any answer thereto is objected to because irrelevant and immaterial, and for the further reason that it was Wm. Elliott making the will, and it was not C. C. Elliott's time to talk.

C.T.Duncan for Plff.

A. My recollection is that Mr. C. C. Elliott did not have anything to say about it in any way.

Q.25 Is C. C. Elliott, one of the defendants in this suit, the same C. C. Elliott mentioned in the will?

A. Yes sir, the same man.

Q. 26 Is he the same man to whom control of the land was given in the will?

A. Yes sir.

Q. 27 How long did Wm. Elliott live after the making of his will?

A. I do not remember exactly. I can not remember how many days, but just a few, perhaps four or five, just a few days, may be not so many. I Could not say exactly.

Q. 28 Did C. C. Elliott take possession of that land soon after his father's death or not, and if so, has he remained in possession of it until the present time?

A. He did, and has remained in possession until the present time, except about two acres on which the plaintiff and her husband built and where they now live.

Q. 29 How long after the death of Wm. Elliott was it until C. C. Elliott married his second wife?

A. It might have been one year or more, I could not answer that definitely.

CROSS EXAMINATION BY C.T.DUNCAN for Plff.

Q. 1 You say in one of the questions propounded to you that C. C. Elliott took possession of said land soon after said will was made, was it not a fact that he was in possession of it at the time the will was made?

A. I think so. I suppose he and his father had an understanding.

Q. 2 Had he not been in possession all the time from the time it was bought up to the making of that will?

A. No sir he did not live on the Haulsey land Mr. C. C. Elliott lived on the old tract he did not live there until after the death of his father, but he farmed it.

Q. 3 Did he not take possession of it, go to farming it, and clearing it up and occupying it by way of cultivation from the time it was bought up to the time the will was made?

A. He cleared some land on it soon after it was bought, where he lived up there on the old tract, he cleared land up there.

Q. 4 Was it not understood at that time when the land was bought that C. C. Elliott had an interest in it.

The foregoing question and any answer thereto is excepted to because inadmissible, ^{what} ~~and~~ as to, the witness' understanding was, no valid claim ~~on~~ ^{the} interest in real estate can be set up in that way, and because it is in conflict with the deed from Bishop to Elliott.

Orr & Noel.

A. Of course I did not know, that was the general understanding, that C. C. Elliott's father, himself and Joe Leady had bought the Haulsey land. I did not know of course. The land lay right by me, and the understanding was that the three men bought it.

Q. 5 Did you not know it to be a fact that C. C. Elliott means helped to pay for that land.

Excepted to for the same reasons stated above.

Orr & Noel.

A. I did not know only this far, I understood it this way. That each of the three men put in a horse a piece, and I know that C. C. Elliott had a horse that he had owned and claimed for a long time before.

Q. 6 Has C. C. Elliott any children younger than Emma which you have mentioned above, if so state their names and give the best guess at their ages you can.

A. He has. His second wife has five children, I think. The youngest is four or five years old I think, and the oldest about fifteen or sixteen yearsold.

Q. 7 Please state about what age C. C. Elliott was on the 7th day of January 1888, when the will was made?

A. He was about 47 or 48 years old.

Q. 8 What was the physical condition ~~xxxxxx~~ of Wm. Elliott at the time the will was made?

Objected to because irrelevant and immaterial.
Orr & Noel.

A. He was sick, confined to his bed.

Q. 9 After the will was made and before it was signed by Mr. Elliott was it read over to him by you.

A. Yes sir, I thinkso sir.

Q. 10 In reading it to Mr. Elliott, did you read it just as it was written?

A. Yes sir.

And further this depoaant saith not.

Signature waived.

Attendants claimed 50. Cts. Paid.

Adjourned to meet to-morrow at the same place and same hour.

Met pursuant to adjournment September 4th, 1905.

F. M. Spangler, another witnes of lawful age, being duly sownr deposes and says:

Q. 1 Were you acquainted with Wm. Elliott in his life time, and if so for how long?

A. I was, something life forty years.

Q. 2 Did you live near him.

A. I lived about 3/4 of a mile from him for about thirty years.

Q. 3 Were you present when he made his last will and testament.

A. Yes sir, I suppose I was.

Q. 4 Who wrote Mr. Elliott's will?

A. Wm. R. Snodgrass.

Q. 5 Who witnessed the will?

A. Myself and I don't remember who the other one was at this time, but I see the name of William R. Snodgrass signed as a witness.

Q. 6 State whether or not on that occasion Wm. Elliott gave directions to Mr. Snodgrass to whom he desired to give the Haulsey land.

A. Yes sir, he told him he wanted it to go to Chas. Elliott's heirs and named them all over, but I can not give the names now as they were given then.

Q. 7 After mentioning to whom he desired to give the Haulsey land state anything else that he said he desired Mr. Snodgrass to provide in the will in regard to the Haulsey land.

The foregoing question and any answer thereto is objected to because ^{the will} speaks for itself and is the best and only evidence of what it contains and was intended to contain.

C. P. Duncan.

A. He said that he wanted his son Chas. Elliott to have control of the land until Emma was twenty one, then it was to be divided between the children named in the will.

Q. 8 Where was C. C. Elliott living at that time, or at the time the will was made?

A. There on the home place, 150 or 200 yards from where his father lived.

Q. 9 State whether or not at any time during the life time of Wm. Elliott you rented any part of the Haulsey land for cultivation, and if you say you did, from whom did you rent the same?

A. Yes sir, I rented it from Wm. Elliott. A small field something like three acres and put it in corn and raised a crop of corn on it and then sowed it in wheat. I paid Mr. Elliott one third of the corn, and the next year one third of the wheat.

Q. 10 How long before Mr. Elliott died that you rented this land?

A. It was some ten or twelve years before his death, I don't remember how long.

- Q. 11 Was C. C. Elliott at the time of the making of the will a married man or widower?
- A. He was a widower.
- Q. 12 How long had his wife been dead?
- A. I can't tell you positively, one year, perhaps two years.
- Q. 13 How long did Wm. Elliott live after making his will.
- A. I don't remember it seems that it was something like four or five days, it might not have been that long, and it might have been longer, but that is my best recollection.
- Q. 14 How long was it after the death of Wm. Elliott before his son C. C. Elliott married the second time?
- A. It seem~~d~~ to me now like it was something like two years. I could not say positively.
- Q. 15 Will you please state what would be a fair cash rental value of the Haulsey land per annum since the death of Wm. Elliott up to the present time.
- Objected to as immaterial and irrelevant. C.T.Duncan.
- A. I don't have any idea. I could not estimate it.

CROSS EXAMINATION BY C.T.DUNCAN.

- Q.1 Were you present all the time when the will was being prepared?
- A. Yes sir.
- Q. 2 Did Mr. Elliott dictate or give out to Mr. Snodgrass what he wanted written?
- A. Yes sir.
- Q. 3 After it was written did Mr. Snodgrass read it to him?
- A. Yes sir.
- Q. 4 Did he read it to him just as he gave it out to him?
- A. Yes air as far as I could understand.
- Q. 5 You say at once time you rented a small field from Wm. Elliott and put it in corn, who cultivated the residue of the land the years ~~years~~ you cultivated this field?

A I suppose Chas. Elliott did, what was cultivated. There was not but about two other cleared placed on that place at that time.

Q. 6 Was the field you cultivated on that part that was afterwards conveyed to Leady?

A. No sir, It was on the side that Chas. Elliott lived on.

Q. 7 Who cleared the field which you cultivated that year?

A. I don't know who cleared it all. There was two or three cleared on it I think. A Man by the name of Blackburn worked there but I don't think he finished it, and I think Bill ~~General~~ move there and cleared 1/2 acre and he left there and I think Wm. Elliott and J. S. Quinley cleared some.

Q 8 Did you not help Chas. Elliott at a working made by him fencing that field?

A. I helped Chas. Elliott at two or three working at fencing on the place, but whether it was that field or not I can not remember.

The foregoing question and answer is objected to in so far as they seek to set up any right or title on the land ⁱⁿ of C. C. Elliott, as incompetant and inadmissible.

Orr & Noel.

Q. 9 Do you know how the first payment was made on that land to Bishop?

A. I don't know anything only what I have heard. I did not live in that neighborhood at the time the land was bought.

Q. 10 Don't you know that C. C. Elliott paid a yellow mare on this land?

A. I know this, that Mr. C. C. Elliott had a yellow mare, I had seen him use her several times, and after that I saw Mr. Bishop using her as his own.

Objected to for the same reason stated above.

Re-direct Examination by Orr & Noel. *Orr & Noel.*

Q. 11 Do you know how E. C. Elliott put in the mare, if he did so, or whether Wm. Elliott paid him for the mare or in any manner

settled with him for the mare.

A. I do not know anything about that.

And further this deponent saith not.

Signature waived.

Two days attendants claimed and paid. \$1.00

J. B. Quinley another witness of lawful age, being duly sworn deposes and says:

Q. 1 Please state your age, residence and occupation?

A. 52, live on Chestnut Ridge, Lee County, Va. in the neighborhood of Wm. Elliott. I am a machanic.

Q. 2 Were you acquainted with Wm. Elliott in his life time, and if so, how long.

Yes sir. I ~~had~~^g been acqianted with him all my life.

Q. 3 How far did you live from him when he died?

A. I guess about one-half mile.

Q. 4 Are you acquainted with what is known as the Haulsey land.

A. Yes sir I have known that a long time.

Q. 5 Did you ever rent any of that land from any body, and if so, from whom?

A. I rented a piece of that land from Wm. Elliott and tended it.

Q. 6 To whom did you pay the rent.

A. I paid it to Mr. Wm. Elliott.

Q. 7 When was that ?

A. I can't give you the year, it was several years before he died, I will say it has been as much as twenty years ago.

Q. 8 Did you know of any one else renting any portion of the Haulsey land from Wm. Elliott, and if so who was it and when.

A. He rented that same field ~~from~~ to Joseph Leady to sow in wheat, and he sowed the wheat in my corn.

Q. 9 Did he pay the rent to Wm. Elliott?

A. I can not say, I do not know. I do not know of any one else renting to my own knowledge.

CROSS-EXAMINATION BY C.T.DUNCAN.

Q.1 What part of the land did you rent to Mr. Elliott.

A. It is kinder on the side of the field this side of Mr. Chas. Elliott's, it is a narrow stip, it runs up to the road and down to Jim Cauley's place.

Q. 2 Is that field on the land afterwards deeded to Joseph Leady

A. No sir.

Q. 3 Do you remember when that land was bought from Isaac Bishop.

A. Yes sir, I can remember of hearing of the trade.

Q. 4 Do you know how it was paid for?

A. No, I do not.

Q. 5 Did not you know the fact that a yellow mare that was owned by Chas. Elliott went into making a part of the first payment on that land?

A. I have heard that, I know Chas. Elliott had a large yellow mare, and it was said that the mare went in to pay for the land.

The foregoing answer is objected to as heresay.
Orr & Noel.

Q. 6 Did you afterwards see that mare in the possession of Isaac Bishop?

A. Not that I remember of. I was only a boy like and do not remember. It may have been I don't know.

Q. 7 Did you ever hear Wm. Elliott say that that mare went into paying for the land?

A. I am not able to tell you that.
and further this deponent saith not.
Signature waived.

J. C. Poteet another witness of lawful age being duly sworn deposes and says:

Q. 1 Please state your age, residence and occupation?

A. 44, I live in the Elliott neighborhood and am a farmer.

Q.2 Were you acquainted with Wm. Elliott in his life time, and if so, how long did you know him?

A. I was acquainted with Wm. Elliott, and I suppose I knew him for ten years before his death.

Q. 2 Are you acquainted with ^{what is known as} the Haulsey land.

A Yes sir, I learned to be acquainted with it by that name.

Q. 3 State whether or not you ever rented any portion of the land, and if so, when it was, and from ^{whom} you rented the same?

A. I verbally rented a part of ~~a part that~~ ^{it} another man had rented from old Billy Elliott. I cleared about one-half of the piece and got about one-half of the products, and the other fellow got the other piece. The contract was with Chas. B. Lewis, and Lewis wanted me to take apart of the contract, and told me to see Mr. Elliott about it and I did so, and made a contract with him, Mr. Elliott, to clear one half the land, and I cleared under the contract with Mr. Elliott.

Q. 4 Do you know of any one else renting or cultivating any of this Haulsey land, and if so whom?

A. Yes sir, I knew of John Quinley, Bishop Quinley and Will Smith. I think it was the portion of land that lay east of Chas. Elliott's house on the ^{East side} of the place. It is not the eastern field now, as there has been another field cleared up there.

Q. 5 State, if you know, from whom they rented and to whom they paid the rents?

A. I dont know only what I heard said. They said that they rented it from old Uncle Billy Elliott. I helped to work the land when J. B. Quinley rented it. I dont remember how the rent was. ~~the~~ was to pay one half to Uncle Billy. I don't know now about the contract between them only know what he said.

All the foregoing answer as relates to what J. B. Quinley says is objected to because hearsay.

C. T. Duncan.

Q. 6 Did you ever have any conversation with C. C. Elliott as to time when his control of the Haulsey land would expire, and if

so state when and where it was, and what he said if anything?

A. I had a conversation with Chas. Elliott concerning a road that I wanted to build through his place, or along the line, and he made me the proposition about the road, limiting his possession to two years. We had the conversation at his house, this last Winter two years ago.

Q.7 What do you consider a fair cash rental value of that portion of the Haulsey land of which C. C. Elliott had had control since his father's death?

Objected to because inadmissible, immaterial and irrelevant, no issue of that kind being raised by the pleadings.

C. T. Duncan for Plff.

A. I think I would be safe in saying \$75 per year any how.

CROSS-EXAMINATION BY C.T. DUNCAN

Q. 1 How many acres of cleared land is there in this Haulsey land?

A. I suppose there is ^{about} 40 acres.

Q.2 Do you know of any land on that part of the Chestnut Ridge renting at from \$ 1.75 to \$ 2.00 per acre annually?

A. No, I don't know that I do. I do not know of any being rented by the acre that way.

Q.3 Then upon what do you base your opinion that a cash rental value would be \$75.00

A. From the produce^s that could be raised on the land?

Q. 4 What will it produce per acre one year with another?

A. That land would produce on an average 18 or 20 bushles of corn to the acre, that is, now, ten years ago it would have produced more than that.

Q. 5 What will it produce in oats per acre, one year with another?

A. It would produce something like 25 bushles.

- Q. 6 Did you ever know of as much as 20 bushles of oats being raised on an acre of that land in any one year in your life? and if so what year was it?
- A. I do not know of ever seeing an acre measured up. I was only giving you an estimate.
- Q. 7 Did you ever see an acre of corn measured to see what it would make on that land?
- A. No sir, I never saw that done.
- Q. 8 Your estimate is simply a guess, is it not?
- A. It is simply my opinion as to what it would make.
- Q. 9 And that opinion is not based upon any fact which you could mention?
- A. I base my opinion from the different lands I have tended in that community and the amount it would make.
- Q 10 Did you ever measure the amount of corn raised on an acre of this land, or any land in the neighborhood of it, and if so state what land it was and what were you measuring it for?
- A. I never measured any corn only in the wagon bed. I tended a piece of land on the south side of the place and adjoining the McCauley land, and I hauled it and divided it between myself and Charles by the load, but I disremember how many loads it made, but the way we counted it, I think there was ²250 bushles, and there was something like seven acres. I don't think I can give the time ~~sixth or seven years~~, it has been to the best of my knowndge four or five years ago.
- Q. 11 You stated that Mr. Elliott and you had a conversation in regard to an application you had for a road through this land when you made a compromise of it, what was this compromise.
- A. It was a compromise that he should have so much for the road and he made the propositition himself and I took him up.
- Q. 12 How much were you to pay him for it?
- A. I was to pay him \$5.00 for it, the first contract.

- Q. 13 Was that the final contract?
- A. No after I took him up on that proposition and opened the road he related it in a different way. After I cleared out the road from the main road down to the fence where I had been renting he said he wanted \$5.00 per year instead of \$5.00 for the road. I said Charlie you have done the right thing about this I have gotten the road cheaper than I expected to/ then he said I mean instead of \$5.00 for the whole thing I want \$10.00 for the two years, and then when I got ready to pay him he wanted me to pay him the \$10.00 all at that time. I paid him the \$5.00, and thought if I had to pay any more I would just pay him the \$5.00 ~~now~~ then.
- Q. 14 Did you not pay him the \$5.00 when you first had a conversation with him?
- A. No sir.
- Q. 15 Where did you have the first conversation with him?
- A. At his house.
- Q. 16 Who was present?
- A. I don't think there was any one present when we first had the conversation.
- Q. 17 Was not Doc. Smith present.
- A. Not at that time, he was present when I paid him the \$5.00
- Q. 18 Where was it that you paid him the \$5.00?
- A. Right in his house.
- Q. 19 Then you had two conversations with him in his house?
- A. I did, I took Doc. Smith with me when I paid him the \$5.00
- Q. 20 Had you any proceedings in court to establish a road through there?
- A. I had before that.
- Q. 21 Who did you have summoned as land owners through whose land the road ran in that suit?
- A. C. C. Elliott and W. R. Snodgrass.

Q. 22 When you compromised the matter with Mr. Elliott was the road established?

A. It was established on the compromise, ~~was~~ the way the proposition was made.

Q. 23 Was the road not established in court?

A. No sir. It was established on a compromise between me and Elliott.

Q. 24 Then what did you do with the proceedings you had in court?

A. I paid off my fees in the matter.

Q. 25 No order was made by the court.

A. Not that I know of.

Q. 26 Was not the road made in accordance with the compromise and established by an order of the court?

A. It was established by our compromise, I can not say as to the order of the court, I do not know.

Q. 27 Are you still using that road?

A. I am still using it.

Q. 28 Have you ever made any further application in regard to it?

A. No sir.

Q RE-DIRECT EXAMINATION BY Orr & Noel.

Q. 1 If I understood you correctly when you applied to C. C. Elliott for permission to open a road through the Haulsey land over which he had control, he proposed to let you do so for the sum of \$5.00, and stated that you could do so for that sum, and that his term only lasted two years, is that correct?

A. That is correct.

Q. At the time of Wm. Elliott's death was there a dwelling house on the Haulsey land which had been under the control of C. C. Elliott since his father's death?

A. There was a house on the land.

Q. Was there an orchard or garden spot?

A. I don't know that ~~there~~ ^{there} was a garden, there was some cleared land around there.

Q. When did C. C. Elliott move into the house on the said Haulsey land?

- A. He moved into the house, I suppose something like four or five years after Wm. Elliott's death. I don't remember very much about the time.
- Q. Has he lived there ever since?
- A. Yes sir, on that land.
- Q. Was the field you spoke of, of about seven acres, and which you cultivated in corn, on the said Haulsey land and which was under the control of C. C. Elliott?
- A. Yes sir, that is what I have always understood, and is a portion of the land of which he was in possession.

RE-CROSS EXAMINATION BY C.T.DUNCAN.

- Q. 1 After the death of his father, where did Chas. Elliott first live?
- A. He first lived up there close to his father's on the home place.
- Q. 2 How close ^{up} ~~where~~ the building in which Chas. Elliott lived up to the time of his father's death to Mr. Wm. Elliott's?
- A. 300 yards, I would guess.
- Q. 3 He continued to live ^{there} ~~up~~ until his mother died did he not?
- A. That is my memory about it now/ I will not be positive about it now.
- Q. 4 After C. C. Elliott moved off the home place to the place where he now lives, did he make any improvements on it or not?
- A. I think he made an addition to his house, built a chimney possibly. I am sure he did? He made an amendment to his stable.
- Q. 5 Was there a stable built on that land on which he could make an amendment at the time his father died?
- A. I don't think there was any stable on it at that time, I was mistaken as to that.
- Q. 6 Then Mr. Elliott after he took possession of that land built a stable on it did he? or had it built.
- A. He might have had it built, old man Woodward was the first one that built a stable of any amount.

Q. What sort of a stable was built on that place and is on it now that was put there after Wm. Elliott's death?

A. It is a log stable and got a pen at the side, and has a shed to it/ and I think the shed is on both sides.

Q.8 Did Mr. Elliott, build or have built another ~~or~~ room for cooking place and also built a poarch to it?

A. Yes sir, I think he did/

Q. Has not Mr. Elliott had a good deal of land cleared on that place since the death of his father?

A. Yes sir.

Q. 10 How many fields?

A. ^rTh^ee I believe. that I remember of. One field of about seven acres, another of about six, and another I suppose of about seven or eight, this is guess work.

Q.11 Then about one-half of the cleared land on that place has been cleared up since Wm. Elliott died has it not?

A. No, it has not been onehalf/ there was more cleared before his death than has been since.

Q. 12 On your re-examination in chief Judge Orr propounded a question to you about a compromise between you and Mr. Elliott in which heⁿ stated as I understood you correctly &c. and asked you if that ~~is~~ ^{was} correct, and you answer "that is correct", now where did that conversation occur and who was present?

A. I told you ^uhile ago ~~It~~ was at his house, but whether any body was present or not I am not sure.

Q. 13 Was that the time you paid him the money or not?

A. No sir, it was at an-other time I paid him the money.

Q. At the time you paid him the money, he did not agree that the contract was as you have stated just above?

A. No sir, he claimed when I went to pay him the \$5.00 that I was to pay him \$10.00 for the two years that he ^{would} have possession, after heⁿ had made the first proposition, and I would wait until I paid him the other \$5.00.

Q. And you never paid him the other \$5.00?

A. No sir.

Re-Re-direct examination by Orr & Noel.

Q. Then If I understand you correctly, in your second conversation with C. C. Elliott, and when you paid him the \$5.00 the only difference between you in regard to what occurred at the first conversation was that he claimed \$10.00, and you contended that you were to pay him only \$5.00, that was the only difference between you?

A. Yes sir. The only difference was just the amount I was to pay. and on this occasion Doc. Smith was present.

Signature waived.

Witness attendance 50 cts. Paid.

The foregoing depositions of Wm. R. Snodgrass, F. M. Spangler J. B. Quinley, J. C. Pottet, were taken, and sworn to before me at the time and place and for the purposes in the caption mentioned, the signatures of the witnesses being waived.

Given under my hand, this the 4th day of September, 1905.

A. Q. Brown. N.P.

Francis E. Dineley
vs. DePaul
John M. Elliott et al.

Filed Sept. 8th 1905
H. E. Ewing
Clerk

J. R. Snodgrass	8.50
F. M. Gaugler	1.00
J. C. Poter	50

Natary fee \$6.00
\$8.00

Sept 10 1905
Bill of exchange

The depositions of Joseph Leedy and Nancy J. Leedy taken by agreement, and by interrogatories, at the dwelling house of the said Joseph Leedy in Hancock county Tennessee, on the 11th day of September 1905, before me

W. S. Males a justice of the peace in and for the county of Hancock state of Tennessee, to be read as evidence on behalf of the defendant C.C. Elliot in a chancery cause now pending in the circuit court of Lee county in which Francis E. Quinly is plaintiff and C.C. Elliot and others are defendants.

Present Robert Quinly husband of Francis E. Quinly, Plaintiff and C.C. Elliot defendant.

Joseph Leedy a witness of lawful age being duly sworn deposes and say:

Q. 1. State your age, residence and occupation?

Ans. I am 67 years old, reside at Ximphor Hancock county Tenn. and am a farmer.

Q. 2. Were you acquainted with William Elliot in his lifetime, if so, state how long you knew him?

Ans. Yes nearly all my Life

Q. 3. Please state anything you may know about the purchase of the Halsey land from Isaac T. Bishop, who purchased it, how and by whom it was paid for?

Ans. William Elliott Purchased the Land by agreement with my self and Lib Elliott That William Elliott and my self and Lib Elliott was to pay for the Land but was paid for by William Elliott my self and Lib Elliott

Ques. 4. State if you remember to whom the title bond was drawn and the deed made?

Ans. To William Elliott

Q. 5. State if you remember how the deed came to be made to William Elliot, leaving out your name and that of Charles C. Elliot?

Ans. By agreement with us three William Elliott my self and Lib Elliott after the Land was paid for us was to make a division of the Land

Q.6. Please state whether or not your part of said land was ever conveyed to you, in accordance with the agreement between yourself and William Elliott and Charles C. Elliott?

Ans.

Yes

By consent this exception is inserted here.

The foregoing questions Nos. 3-4-5 and 6 and the answers thereto are excepted to as incompetent, irrelevant, immaterial and inadmissible, in so far as they seek to set up any claim, right or title to the land in controversy, in C. C. Elliott. The deed to Wm. Elliott is the best evidence as to who was the purchaser of said land, and it and the will of said Elliott, in both of which said C. C. Elliott acquiesced, is the best evidence as to who was the purchaser and owner of said land, and no oral testimony is admissible at this late day to contradict said deed or will. And the introduction of this witness is excepted to for incompetency, William Elliott being dead.

Orr & Noel for Plff.

Q. 1 CROSS EXAMINATION BY PLAINTIFF.

Q. 1 Not waiving the foregoing exception but relying thereon, Plaintiff proceeded to cross examine the witness as follows:

Q.1 How much did G. C. Elliott pay, or let his father have to pay into said land, and in what did it consist?

A. *one Yellow Mare and one Steer or heifer*

Q. 2 Do you know whether Wm. Elliott ever paid back to C. C. Elliott the above amount?

A. *I don't know whether he did or not*

Q. 3 He could have paid him back and you not have known it, could he not?

A. he could have paid him and I know nothing about that

Q. What amount did you pay for that portion of the land that was conveyed to you and to whom and when?

A. I Paid Three Hundred and Twenty five dollars To 2 persons
To J. J. Bishop The Remainder To William Elliott

Q. Did you ever hear Wm. Elliott say to whom he intended to give the Haulsey land, and if so, who?

A. I did not

And further this deponent saith not.

W. S. Males J.P.

Nancy J. Leedy another witness of lawful age being duly sworn, deposes and says:

Q.1. Please state your age and residence

Ans. I am 63 years old and live at Xenopolis Hancock Co. Tenn.

Q.2. Were you acquainted with William Elliott in his life time and what was your relationship to him, if any?

Ans. He was my father

Q.3. State naything you may know about the purchase of the Halsey land from Isaac T. Bishop, by whom it was purchased, how and by whom it was paid for. Just tell all you know about it?.

Ans. William Elliott, Jeph. Leedy and C. C. Elliott
Purchased the Land from Isaac T. Bishop
and was paid for by them all

C. C. Elliott paid one share and steel and one note
on Robert Clark. My father said and my father said that
C. C. Elliott had paid something near his part on the Land

Q.4 State anything you ever heard your father William Elliott say about who purchased said land, who paid for it &c.

Ans. I heard my father say that him self and Jeph. Leedy
C. C. Elliott purchased the Land and paid for it

By consent this exception is inserted here.

The foregoing question propounded to the witness Nancy J. Leedy, nos. 3-4-4 and the answers thereto are excepted to, as incompetant, irrelevant, immaterial and inadmissable, in so far as they are intended to set up and prove any right, title or interest in the land in controversy, in the defendant, C. C. Elliott, The deed to Wm. Elliott is the best evidence as to who was the purchaser of said land, and it and the will of Wm. Elliott, in both of which C. C. Elliott acquiesced, is the best evidence as to who was the purchaser and owner of said land. And no oral testimony is admissable at this late day to contradict said deed or will. And this witness is excepted to as incompetant a portion of the Halsey land having been conveyed to her and Joseph Leedy her husband jointly by Wm. Elliott, and said Wm. Elliott being dead.

Orr & Noel for Plff.

CROSS-EXAMINATION BY PLAINTIFF.

Q. 1 Did you ever hear your father, Wm. Elliott, say to whom he intended to give the Haulsey land, and if so, what did he say?

A. I don't remember of hearing him say

And further this deponent saith not.

W. S. Males, J.P.

State of Tennessee, Hancock County, to-wit:

I W. S. Males a Justice
of the Peace, in and for the County of Hancock in the State of
Tennessee do certify that the foregoing depositions of Joseph
Leedy, ^{& Nancy J. Leedy} were taken, sworn to and subscribed before me at the time
and place and for the purposes mentioned in the caption.

Given under my hand and seal of office, this the
11th day of September, 1905.

W. S. Males, J.P.

J. P. Fee 50 c
Paid by W. B. Elliott

Francis E. Quincy
vs. { Depos.

J. M. Elliott et al

Filed Sept. 13th 1905-

H. S. Curing Clerk.

James Quincy
Kenny J. Quincy.

J. R. Coates.

Francis E. Quinley

Plaintiff.

vs.

In Chancery.

John M. Elliott, *et al.*

Defendant.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned commissioners in this cause respectfully reports, that pursuant to the decree entered therein, they went upon the land in the bill mentioned, known as the Haulsey land on the 28th and 29th days of November, 1905, and partitioned the same among the parties entitled according to the requirements in said decree. We first surveyed said tract of land, it being that portion of the Haulsey land devised by Wm. Elliott in his last will and testament to the children of C. C. Elliott. We found that the said tract contained $106\frac{3}{4}$ acres, and is bounded as follows, to-wit:

Beginning at a dog wood and sour wood corner to the parcel of the tract sold and conveyed by the said Wm. Elliott to Joseph Leedy S. $25\frac{1}{2}$ E. $97\frac{1}{4}$ poles to a post oak on the Fisher line; thence with said line S. $81\frac{1}{2}$ W. $115\frac{1}{2}$ poles to a white oak in a flat, corner to David Miller's and David Martin's land; thence, S. $82\frac{1}{2}$ W. $22\frac{3}{4}$ poles to a black oak and white oak, Fisher's corner; thence, S. $24\frac{1}{2}$ W. $46\frac{1}{2}$ poles to three white oaks; thence, S. $43\frac{1}{2}$ W. 51 poles to a stake on the Wm. Snodgrass line; thence, with the same N. $4\frac{3}{4}$ E. $164\frac{1}{2}$ poles to a stake in the public road, and a corner to the tract or parcel of land conveyed by Wm. Elliott and wife to Joseph Leedy and wife; thence, with the public road S. $89\frac{1}{2}$ E. 17 poles, N. 68 E. 10 poles, N. $55\frac{1}{2}$ E. $9\frac{1}{4}$ poles, S. 85 E. 20 poles, N. $52\frac{1}{2}$ E. 6 poles, N. 76 E. 30 poles, thence, leaving said road N. $84\frac{1}{2}$ E. $47\frac{3}{4}$ poles to the beginning, containing $106\frac{3}{4}$ acres.

We then partitioned the said tract of land as directed by said decree, and laid off to the plaintiff Francis E. Quinley lot No. 1. as shown on the plat herewith, and which is bounded as follows, to-wit.

Beginning at the dog wood and sour wood above mentioned; thence, S. 25 1/2 E. 97 1/4 poles to a post oak on the Fisher line, thence, S. 81 1/2 W. 11 3/4 poles to a rock three poles east of a white oak, the original corner; thence, N. 8 W. 90 poles to a stake in the public road; thence, N. 52 1/2 E. with the road 6 poles; thence, continuing with said road N. 76 E. 30 poles, thence, leaving said road N. 84 1/2 E. 47 3/4 poles to the beginning, containing 57 1/8 acres, and including the dwelling house and improvements where the said plaintiff and her husband Robert A. Quinley now reside, and without taking into consideration the said dwelling house and improvements which had been erected and placed there by the said plaintiff and her said husband.

We laid off and assigned to Emar M. Woodward lot No. 2. as shown on the plat herewith, and bounded as follows, to-wit: Beginning at a planted rock on the Fisher line, and corner to lot No. 1; thence, with the line of lot No. 1 N. 8 W. 90 poles to a stake in the public road; ~~also~~ corner to Lot No. 1; thence, with said road N. 85 W. 20 poles to a stake in said road; thence, with said road S. 55 1/2 W. 9 1/4 poles to a stake in said road; thence leaving said road S. 9 1/4 E. 90 poles to a black oak and white oak, Fisher's corner; thence, N. 82 1/2 E. 22 3/4 poles with a line of the tract, to a white oak; thence, N. 81 1/2 E. 3 poles to the beginning, containing 15 1/4 acres.

We have laid off and assigned to Martha M. Munsey lot No. 3, as shown on the plat herewith and bounded as follows, to-wit. Beginning at a stake in the public road, corner to lot No. 2, and with a line thereof S. 9 1/4 E. 70 poles to a stake and a sourwood in said line, corner to lot No. 4; thence, leaving said line S. 85 W. 43 poles and six feet to a stake on Wm. R. Snodgrass' line; thence, with said line N. 4 3/4 E. 69 poles to a stake in the public road; thence with the said road S. 89 1/2 E. 17 poles to a stake in said road, thence, N. 68 E. 10 poles with said road to the beginning, containing 15 1/4 acres.

We have laid off and assigned to John M. Elliott lot No. 4 as shown on said plat, and bounded as follows, to-wit: Beginning at

a black oak and white oak, corner to lot No. 2; thence, S. 24 1/2 W. 46 1/2 poles to three white oaks; thence, S. 43 1/2 W. 51 poles to a stake in Wm. R. Snodgrass' line, nine feet south of a sugar tree, thence, with said Snodgrass' line N. 4 3/4 E. 95 1/2 poles to a stake in said line, and corner to Lot. No. 3; thence, with a line of Lot. No. 3 N. 85 E. 43 poles and six feet to a stake and sour wood in a line of Lot. No. 2; thence, with said line S. 9 3/4 E. 20 poles to the beginning, containing 19 1/8 acres.

We have given to the owner of Lot. No. 4, a right of way twelve feet wide along the Snodgrass line northwardly to the corner of Lot. No. 3 in the public road. We have fixed and determined that a certain fence along near the division line between lots Nos. 2 & 3 shall be equally divided between the owners of said two lots, and if they so desire it shall be placed upon said line and made a division fence; and we also determine that the owners of Lots No. 1 and No. 2 shall treat a certain fence ^{the} ~~near~~ line and extending a portion of the way through said two lots as a partnership fence, and if they so desire that the same shall be placed upon said division line and kept as a partnership fence, but if not, they can divide the rails equally between themselves so far as said fence along near said division line extends.

We have thus partitioned said land as nearly equal according to the rights of the parties interested therein as ^{we} knew how, ~~according to~~ quantity, quality and everything necessary being considered, and we respectfully submit this our report, and the plat herewith showing said partition.

W. E. Thompson
C. E. Flanary
A. P. Wynn } Commission
 - ex.

W. E. Thompson Comr. & Surveyor	three days,	\$9.00
C. E. Flanary Commissioner	1 1/2 days,	3.00
A. P. Wynn	" 1 1/2 "	3.00
J. W. Smith Flagman	1 3/4 days/	1.75
S. P. Miles Chainman	1 3/4 "	1.75
C. D. Munsey Chainman	1 day	1.00
Robt. Quinley Axeman	1 day	1.00
		\$20.50

W. E. Thompson for report.

1.00
 \$ 21.50

Francis E Dimley.
vs { Court's Report.
John M Elliott et al.

Filed Nov. 28, 1905

J. H. T. Ewing.
Clerk.

Entered in D.B. 43. Page 335
Examined Dec 26, 1905

Advised,

N. E. Thompson, Surveyor	7.00
C. E. Spencer, Clerk	3.00
A. P. Reynolds, "	3.00
J. W. Smith, Attorney	1.75
S. P. Miles, Clerk	1.75
E. J. Myers, "	1.00
D. J. Dimley, Attorney	1.00
N. E. Thompson Report	2.00
	21.50

J. H. Dimley Feb 26
- 1907.

Not to be copied.

[Signature]

I William Elliott of the County of Lee & State of Virginia, being of sound mind and memory do make ordain and establish this my last will and testament and hereby revoke all former wills by me made.

First: I desire to be decently buried after my death and that all just debts I may owe be paid out of any personal estate I may leave including my funeral expenses.

Second: I will and bequeath my dearly beloved wife in case she survives me all my personal estate during her natural life and at her death the same to be divided equally between C. C. Elliott and Joseph Leedys wife.

Thirdly: In the event, that my wife survives me and continues my widow, I will and desire to my beloved wife during her natural life the exclusive use and benefit of the tract of land on which I now live and known as the home place and at her death I will and desire the same to John M. Elliott oldest son of my son Charles C. Elliott and William M. Leedy oldest son of Joseph Leedy two of my grandchildren to be held by them jointly in equal proportions forever.

Fourthly: Having heretofore conveyed by deed to said Joseph Leedy my son in law about 65 acres of land out of the tract of land known as my Haulsey land, I hereby will and bequeath and desire to my Grand Children son and daughters of my son Charles C. Elliott, *J. M. Elliott* Elizabeth F. Elliott, Martha M. Elliott, *Alia* D. Elliott, Sarah E. Elliott, Ettie O. Elliott, and Emor M. Elliott. The rest and residue of the said Haulsey farm to be held by them forever.

The said Charles C. Elliott, my son is to control the said Haulsey land until the said Charles C. Elliott's youngest child becomes of the age of 21.

Fifthly: I will and bequeath also to my beloved wife provided the said home place is not sufficient for her support from said Haulsey land, enough for her support from said Haulsey land.

Sixth: I hereby appoint my said son Charles C. Elliott executor of this my last will and testament.

IN WITNESS WHEREOF, I hereto set my hand and affixed my seal
this the 7th day of January, 1888.

his
William x Elliott (SEAL)
mark

Witness:

William R. Snodgrass

F. M. Spangler

Virginia,

At a County court begun and held for ^{Lee} ~~the~~ County at the court-
house thereof, on Tuesday Feby. 7th, 1888.

The last will and testament of William Elliott was this day
produced in Court and proved by the oath of William R. Snodgrass
one of the subscribing witnesses thereto who also proved the execu-
tion of said will by the testator in his presence and in the pres-
ence of F. M. Spangler the other subscribing witness thereto, and that
they each signed said will as witnesses at the request of the testator
and in his presence, and in the presence of each other, said will is
thereupon ordered to be recorded, and on motion of C. C. Elliott the
executor named in said will he is permitted to qualify as such exec-
utor and thereupon said C. C. Elliott took the oath prescribed by law
and together with William Burk his security entered into and acknowl-
edged a bond in the penalty of \$100.00 conditioned according to law,
a probate of said will is granted him in due form.

A Copy-

Teste: John R. Gibson Clerk.

A Copy-Teste: *H. T. Ewing* Clerk.

Copied from Will Book 3 page 700.

William Elliott's
Last will.

Copy
Clark S.O. 75-

A.

THIS DEED made and entered into on this the 17th day of August, in the year 1869 between Isaac T. Bishop and Pernelia E. Bishop, his wife, of the one part, and William Elliott of the other part, all of Lee County, Virginia, Witnesseth:- That for & in consideration of one thousand dollars in paid, the said Isaac T. Bishop and Pernelia E. Bishop, his wife, have granted, bargained, and sold and by these presents doth bargain, sell and convey unto the said William Elliott a certain tract or parcel of land lying and being in Lee County, Virginia, on Trading Creek ridge and Chesnut Ridge, about four miles west of Jonesville, and is bounded by the lands of Austin Clifton's heirs, Jack Leedy, David Martin, John Miller, and William R. Snodgrass's lands, and the metes and bounds of which are as follows, to-wit: Beginning at a forked red oak on a spur, a corner to Austin Clifton's heirs land and Joel Leedy's land, and with Leedy's lines S. 54° E. 79 poles to two black oaks and two gums on a spur on the upper side of a path S. 28° E. 177 poles to a post oak on the Fisher line, and with the Fisher's lines S. 80° W. 115 1/2 poles to a white oak on a flat, a corner to David Martin's and John Miller's lands, and with said Fishers old lines S. 82° W. 21 1/2 poles to a black oak and white oak on a rise Fisher's old corner S. 23° W. 48 poles to three white on a hill side Fishers corner S. 42° W. 47 poles to a stake on a Snodgrasses line and with the same N. 5° E. 205 poles to a stake on Snodgrasses corner on a flat N. 70° E. 32 poles to two white oaks N. 26 1/2 W. 88 poles to a poplar and black oak in Clifton's line and with the same N. 64 1/2 E. 29 poles to the Beginning, together with all the appurtenances belonging to said land, containing one hundred and fifty acres be the same more or less.

And the said Isaac T. Bishop for himself his heirs &c., doth hereby covenant to and with the said William Elliott that he will warrant generally the land hereby conveyed against the claims of all persons whatsoever except about eight acres, more or less, lying and being west of a line running from the two white oaks, William R. Snodgrasses corner to the forked red oak, which he only warrants

Specially. Witness our signatures and seals.

Isaac T. Bishop (Seal)

Pernelia E. Bishop (Seal)

Lee County Court Clerk's Office, the 18th day of August, 1869.

This Indenture of bargain and sale for land between Isaac T. Bishop and Pernelia E. Bishop, his wife, of the one part, and William Elliott, of the other part, was this day acknowledged before me by the said Isaac T. Bishop and Pernelia E. Bishop, to be their act and deed; and the said Pernelia E. Bishop, being examined by me privily and apart from her said husband and having the deed aforesaid read and explained to her, she, thereupon, declared that she had willingly signed and executed the same, and does not wish to retract it; and the said deed, being duly stamped is admitted to record.

Teste Sylvester E. Thompson, Clerk.

A Copy-Teste:

J. H. T. Ewing,

Clerk.

Copied from Deed Book No. 15, page 719 etc.

Isaac T Bishop et ux

To Deed

William Elliott

Copy

Deed.

Check 60¢

Isaac T Bishop et ux
vs William Elliott

THIS DEED made and entered into on this the 10th day of June in the year 1881, between William Elliott and Hannah Elliott his wife of the one part, and Joseph Leedy and Nancy J. Leedy his wife of the other part, all of Lee County, Virginia, Witnesseth that for and in consideration of three hundred and Twenty Three Dollars, and the receipt is hereby acknowledged, the said William Elliott and Hannah Elliott his wife have granted, bargained, and sold and by these presents, doth bargain, sell and convey unto the said Joseph Leedy and Nancy J. Leedy his wife a certain tract or parcel of land lying and being in Lee County, Virginia on Trading Creek Ridge and Chestnut ridge about four miles west of Jonesville and is bounded by the lands of Caleb Quinley, William A. Snodgrass, the Public road the division line of the tract of Joel Leedy, Thomas S. Ely, and Adiah Quinley and the metes and bounds of which are as follows, to-wit: Beginning at a forked Road-oak on a spur a corner to Caleb Quinley and Adiah Quinley also the beginning corner of original survey and running with Caleb Quinleys line S. 65 1/2 W. 38 poles to a rock Wm. R. Snodgrasses, corner, thence with Snodgrasses lines S. 31 1/2 E. 80 3/4 poles to two white oaks S 71 3/4 W. 45 poles to a rock (or white oak on a flat now gone) thence S. 2 1/4 W. 38 1/4 poles to the middle of the Public road leaving Snodgrasses' lines and with said road East 17 poles N. 70 E. 10 poles N. 55 1/2 E. 10 1/4 poles S. 85 1/2 E. 20 poles N. 52 1/4 E. 6 poles N. 76 E. 30 poles N. 83 E. 45 poles leaving the road on this line, to two dogwoods & sourwood on Joel Leedy's line and with the same N. 27 E. 75 poles to two black oaks and two gums on a spur on the upper side of a path Leedy's and Elys corner and with Ely's and Adiah Quinleys lines N. 54 W 79 1/2 poles to the Beginning Together with all the appertenances belonging to said land, containing 65 acres be the same more or less and the said William Elliott and Hannah Elliott his wife for themselves doth hereby covenant to and with the said Joseph Leedy and Nancy J. Leedy that they will warrant generally the land hereby conveyed against the claims of all persons

whatsoever. And we the said William Elliott and Hannah Elliott do except a part, of said tract or parcel of land above mentioned on the west end which the said Elliott has in cultivation containing about ten acres until our death, then the said Joseph Leedy and Nancy J. Leedy is to have full possession of the tract of land herein conveyed. Witness our signatures and seals.

his
William X Elliott (Seal)
mark
her
Hannah X Elliott (Seal)
mark

Virginia, Lee County, to-wit:

I, John R. Gibson, Clerk of Lee County Court in the State aforesaid do certify that William Elliott and Hannah Elliott his wife whose names are signed to the foregoing deed bearing date June 10th 1881, this day personally appeared before me in my County aforesaid and each acknowledged the foregoing deed to be their joint act and deed for the purposes therein mentioned, and the said Hannah Elliott wife of the said William Elliott being examined by me privily and apart, from her said husband and having the deed aforesaid read and explained to her, she the said Hannah Elliott acknowledged that she had willingly executed the same and wished not to retract it, and said deed is admitted to record.

Given under my hand this the 14th day of Nov. 1881.

John R. Gibson, Clerk

of Lee County Court, Va.

A Copy-Teste:

H. L. Ewing

Clerk.

William Elliott et ux

To DEED.

Joseph Leedy et ux.

Copy.

This paper is filed
by consent of parties
as evidence in the
Chancery Cause of
Francis C. Linsley
Against John M.
Elliott et al.

Arr. J. Noel
for Plff.
Duncan & Cudline
for Defk.

Clerk \$0.80

11

By order of J. M. Linsley.

J. W. & W. E. ORR
GENERAL MERCHANDISE
MANUFACTURERS AND DEALERS IN
HIGH GRADE ROLLER FLOUR

JONESVILLE, VA.

Feb' 24th 1906.

Received of James W Orr, atty, One dollar and
seventy five cents the amount due me as chairman
in the partition suit of Francis E Quinley against
Wm M Elliott et als. in Lee Circuit Court.

J. W. Smith

J. W. Smith
Loz Rept \$1.75-
James W Orr

1905. Francis E. Trimby's part of Costs. \$48.00
Dec 25 1905 fees for work as follows. A. O. Brown \$6.00

C. E. Harny, Clerk. 3.00

H. O. Sampson 9.00

Printers fee 6.00

Law on writ 1.50

Shiff Hiss .50

Witness Costs. 2.00

Re James W. m. atty. fees. 28.00

19.43

12.00

\$48.00

March 14 1906
March 14 1906
March 14 1906
March 14 1906

Francis E. Quincy
Statement of Costs.
vs. J. W. Elliott et al.

On collected from R. A. D.		18.43
" " " E. J. Murray	-	8.10
" " " Mrs. Woodruff		12.03
" " " J. M. Elliott		12.03
		<hr/> 50.59
" " " Frank C. Elliott	- clk	2.46
" " " Same - W. H. Hayes	-	2.00
" " " Same - V. R. Noel		6.00
		<hr/> 61.05
" Retained fee Orr Hall, attys.		25.00
Orr should pay clk	\$ 2.46	<hr/> 36.05
" " " R. A. D.	2.00	
" " " Same	6.00	18.46
		<hr/> 25.59
" " " Hyman	3.00	
" " " Ewing clk.	17.02	
" " " S. O. Brown	1.00	
" " " J. H. Smith	1.75	
" " " L. P. Miles	1.76	
" Should pay M. D. Denny	1.00	in store.
	<hr/> 25.52	

Francis E. Thimbley
Statement costs.

Francis E. Dunley vs C. B. Elliott

Costs recovered & taxed on cross bill

\$2.46
\$15.00
\$2.00
\$6.00
\$25.46

Printed by J. N. Conly Elliott.

on 11th Feb 1906. \$10.00
which has been collected for Elliott's amt.
in the case.

L. S. Drimley

178 } Mays
 } East.

J. M. Albright at the

check from Henry

Washington wife's part

Feb 28th 1906 \$12.03

M. O. for John M.

Albright part 12.03

G. E. Albright paid me

the balance of his

East - Feb 24th 1906

2nd paid me \$15.46

10.00

\$25.46

In the Clerk's Office of the Circuit Court of the County of
Lee on the 5th day of April 1908.

Francis Elizabeth Quinby

against

Plaintiff

against *J. M. Elliott, Martha M. Munsey,
Emma M. Woodward and C. C. Elliott* Plaintiff,

Defendant §

The object of this suit is to construe the will of William
Elliott, deceased, recorded in the Clerk's
Office of Lee County, Virginia, in will
Book Number 3 page 699, and to partition
the lands therein bequeathed, and known
as the Halsey land, among those entitled
thereto.

And an affidavit having been made and filed that the defendant

ndant. *J. M. Elliott is*

not resident of the State of Virginia, it is ordered that.

He do appear here within 15 days

after due publication hereof, and do what may be necessary to protect this interest in this suit. And

it is further ordered that a copy hereof be published once a week for four weeks in the Lonesville

and that a copy be posted at the front door of the court-house of this County

on the first day of the next term of the _____ Court.

A copy. Teste: _____

A copy—Teste:

A copy-
Orr Eng Noel

p. q.

L. C. T. Sewing
By W. E. Hancock

Clerk

By W. E. Hawary D.C.

Francis E. Quincy

vs. {

ORDER OF
PUBLICATION.

J. M. Elliott et al

Virginia, Lee County, to-wit:
I, H. C. Ewing, Clerk of the
Circuit Court for the Coun-
ty aforesaid, in the state
of Virginia, do certify
that I possess a true
copy of the within or-
der of publication at
the front door of the
Court-house on this
the 5th day of April,
1905.

Given under my hand
this April the 5th 1905.

H. C. Ewing, Clerk.
By M. C. Hickey, D.C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

J. M. Elliott, Martha M. Nunnay, Emma M. Woodward, and C. C. Elliott

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1st* Monday in *May*, 190*5*, to answer a bill in chancery exhibited against *them*

*in our said Court by Francis Eliza-
beth Nunnay*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *5th* day of *April*, 190*5*, and 1*st* *29th* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

Francis E. Cumber

VS

}

SUBPOENA
IN
CHANCERY.

J. M. Elliott et al

Chas. Noel

p. 9

To

1st May

Rules.

Lee Greent

Court.

Executed by delivering
an attested office copy
of the within Spk to
Martha M. Muskey and
C. C. Elliott Emma M.
Woodward not being
found. This Apr. 25, 1905.
M. D. Dunning
for P. M. Ball C. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. M. Elliott, Martha
M. Murrey, Eudora M. Woodward, and
C. C. Elliott*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *1st* Monday in *May*, 190*5*, to answer a bill in chancery exhibited against *them*

*in our said Court by Francis Eliz-
abeth Quinn Leg.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *5th*
day of *April*, 190*5*, and 1*st* *29th* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

H. C. T. Ewing, Clerk.

The Commonwealth of Virginia

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

SUBPOENA
IN
CHANCERY.
vs }

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court on
the _____ Monday in _____, 190____, to answer a bill in chancery exhibited against _____

p. d. _____

To _____ Rules.

And have then there this writ. Witness H. C. T. EWING, Clerk of our said Court, at the court-house, the _____
Court.
day of _____, 190____, and I _____ year of the Commonwealth.

A Copy, Teste: _____ Clerk.

Clerk.

In the Clerk's Office of the Circuit Court of the County of
Lee.

Francis Elizabeth Dwinley

Plaintiff

against

J. M. Elliot, Martha M. Muncy, Emma
M. Woodward and C. C. Elliot

Defendant

This day R. A. Dwinley personally appeared
before me M. E. Flannery deputy Clerk of the said Court,
and being duly sworn, made oath that J. M. Elliot, one of the

defendants in the said suit is not a resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 5 day of April 1905.

M. E. Flannery D. Clerk.

Francis E. Quinby

vs.

}

AFFIDAVIT FOR ORDER

OF

PUBLICATION.

J. M. Elliott et al

Ort & Noel p. q.

The Commonwealth of Virginia,

To the Sheriff of the County of ~~Lee~~ ^{Hise} Greeting:

WE COMMAND YOU, That you summon

J. M. Elliott, Martha M. Muncy, Emma M. Woodward and C. C. Elliott

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1st Monday in May, 1905, to answer a bill in chancery exhibited against them

in our said Court by Francis Elizabeth Quincy

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 12th day of April, 1905, and 1 29th year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

I have executed the within Spec in Chancery
on Ferris M Woodward & Martha M Muncy the
defining to each an attested office copy of
the same. April 15th 1905.
D R Shepherd Dd for E & J Kisses S.W.C

Francis E. Quincy

VS

SUBPCENA
IN
CHANCERY.

J. M. Elliott et al

On & Forb p. q

To 1st May Rules.
See Circuit Court.

Executed By Suming
Emma M. Woodward
Martha M Muncy
this the 15 day of April
1905 D R Shepherd Dd
for E & J Kisses.

50¢ only -

Order of Publication

Virginia, in the Clerk's Office of the Circuit Court of the County of Lee, on the 5th day of April 1905.

Francis Elizabeth Quinley, Plaintiff

vs

J. M. Elliott, Martha M. Muncy,
Emma M. Woodward and C. C. Elliott
Defendants.

In Chancery.

The object of this suit is to construe the will of William Elliott, deceased, recorded in Clerk's office of Lee county, Virginia, in the Will Book Number 3, page 699, and to partition the lands therein bequeathed, and known as the Holsey land, among those entitled thereto.

And an affidavit having been made and filed that the defendant J. M. Elliott is not a resident of the State of Virginia, it is ordered that he do appear here within 15 days after due publication hereof, and do what may be necessary to protect his interest in this; it And it is further ordered that a copy thereof be published once a week for four weeks in the Jonesville Star, and that a copy be posted at the front door of the court-house of this County, as required by law.

A copy—Teste

H. C. T. EWING, Clerk.

By M. E. Flanary, D. C.

Orr and Noel, p. q.

Francis Elizabeth Quincy

vs { Jim Chances

J M Elliott et al



I, J. C. Bontigue, editor

of The Jonesville Star, a weekly newspaper
published in the county of Lee, state of Virginia,

do hereby certify that the enclosed notice was
published in said paper once a week for four

successive weeks, commencing on the 13

day of April 1906

J. C. Bontigue, Editor.

FEE \$ 6.60

By J. W. Orr